

iii. The Court has entered the Notice Order and certified the Settlement Class, as required by ¶ 4.1 and ¶ 5.1, above;

iv. Preliminary and final approval of this Stipulation, independent of the Court's determination of any award of attorneys' fees and expenses to the Class Action Plaintiff's Counsel;

v. Entry of Judgment, substantially in the form and content of Exhibit A, by the U.S. District Court for the Eastern District of Missouri dismissing all Released Claims with prejudice and without costs to any party;

vi. Judgment has become Final;

vii. Entry of the Derivative Judgment;

viii. The Derivative Judgment has become Final;

ix. The Settlement Securities are issued pursuant to section 3(a)(10) of the Securities Act and do not constitute "restricted securities";

x. Court approval of the Underwriters Agreement, including a determination that the terms and conditions of the Underwriters Agreement (including the Payment to Underwriters of Charter common stock issued pursuant to section 3(a)(10) of the Securities Act and not constituting "restricted securities") are fair to all parties, including Underwriters; and

xi. That the Settlement is not otherwise terminated pursuant to the terms set forth in this Stipulation.

10.3 It shall not be a condition of effectiveness of this Settlement that the Court approve the Andersen Settlement. If the Andersen Settlement is not approved, or does not become Final pursuant to its terms, the terms of the Release in the Judgment shall be modified to expressly exclude Andersen from the definition of Released Class Action Parties.

10.4 If prior to the Settlement Hearing, Persons who otherwise would be Members of the Settlement Class have filed with the Court valid and timely requests for exclusion ("Requests for Exclusion") from the Settlement Class in accordance with the provisions of the Notice Order and the Notice given pursuant thereto, and such Persons have in the aggregate Potential Claims that equal or exceed the sum specified in a separate Supplemental Agreement between the Parties (the "Supplemental Agreement"), Charter shall have the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless and until a dispute among the Settling Class Action Parties concerning its interpretation or application arises, but the Settling Class Action Parties will file a statement identifying the existence of the Supplemental Agreement pursuant to Federal Rule of Civil Procedure 23(e)(1)(c)(2), and reference the Supplemental Agreement in the Notice. Copies of all Requests for Exclusion received, together with copies of all written revocations of

Requests for Exclusion, shall be delivered to counsel for Settling Class Action Defendants within two (2) days of receipt thereof.

10.5 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within ten (10) business days after written notification of such event is sent by counsel for Settling Class Action Defendants or Plaintiff's Settlement Counsel to the Escrow Agents: (1) the Settlement Fund (including accrued interest), less expenses and any costs which have been disbursed from or are chargeable to the Settlement Fund, and less any Taxes and Tax Expenses paid or incurred pursuant to ¶ 3.7, shall be refunded by the Escrow Agents to Charter and to Charter's Insurance Carriers; (2) Charter's obligation to cause securities to be issued pursuant to ¶¶ 2.8, 2.9, 2.10, and 2.11 shall be extinguished; and (3) the undertaking to institute the Non-monetary Consideration pursuant to ¶ 2.12 shall be void *nunc pro tunc*. In such event, any tax refund owing to the Settlement Fund shall also be refunded and paid to Charter and Charter's Insurance Carriers. At the request of Charter, the Escrow Agents or their designee shall apply for any such refund and pay the proceeds, less the cost of obtaining the tax refund, to Charter.

10.6 In the event that the Stipulation is not approved by the Court or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, this Stipulation and all negotiations and proceedings relating hereto shall be without prejudice to any or all Settling Class Action Parties who shall be restored to their respective positions in the Class Action as of August 4, 2004. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶ 1.1-1.33, 3.2, 3.4, 3.5, 3.6, 4.2, 8.4, 8.5, 9.2, 9.3, 10.1-10.9, 11.3, 11.4, and 11.8 herein, shall have no further force and effect with respect to the Settling Class Action Parties and shall not be used in the Class Action or in any other proceeding for any purpose and any Judgment or Order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

10.7 In the event this Stipulation shall be cancelled as set forth in ¶ 10.1 above, the Settling Class Action Parties shall, within two weeks of such cancellation, jointly request a status conference with the Court to be held on the Court's first available date. At such status conference, the Settling Class Action Parties shall ask the Court's assistance in scheduling continued proceedings in the Class Action as between the Settling Class Action Parties. Pending such status conference or the expiration of sixty (60) days from the Settling Class Action Parties' joint request for a status conference, whichever occurs first, none of the Settling Class Action Parties shall file or serve any further motions or discovery requests on any of the other Settling Class Action Parties in connection with this Class Action nor shall any response be due by any Settling Class Action Party to any outstanding discovery or pleading by any other Settling Class Action Party.

10.8 If a case is commenced in respect to Charter or any of Charter's Insurance Carriers under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of the Settlement Cash, or any portion thereof, by or on behalf of Charter or any of Charter's Insurance Carriers to be a preference, voidable transfer, fraudulent conveyance or similar transaction, then at Class

Action Plaintiff's option, this Settlement, and the releases given and Judgment entered in favor of all Settling Defendants pursuant to this Stipulation, shall be null and void.

10.9 Neither a modification nor a reversal on appeal of (a) any Plan of Allocation, (b) any amount of attorneys' fees, costs, expenses and interest to Class Action Plaintiff's Counsel, or (c) any Compensatory Award to Class Action Plaintiff, as described in ¶ 5.1, shall constitute a condition to the Effective Date or grounds for cancellation and termination of the Stipulation.

k. Miscellaneous Provisions

11.1. The Settling Class Action Parties (a) acknowledge that it is their intent to consummate this Settlement and Stipulation; and (b) agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

11.2. Settling Class Action Defendants agree to reasonable cooperation with the Class Action Plaintiff in connection with any continuing litigation of the Class Action after final approval of the Settlement. Such cooperation shall consist of (i) making witnesses within the control of Charter, subject to all applicable privileges or rights that may be asserted by such witnesses, available to testify pursuant to the Federal Rules of Civil Procedure at reasonable times and upon reasonable notice; and (ii) Charter making relevant documents available, subject to all applicable privileges, upon reasonable request and notice pursuant to the Federal Rules of Civil Procedure.

11.3. The Settling Class Action Defendants have denied, and continue to deny, any and all allegations contained in the Class Action, and they are entering into the Settlement in order to eliminate the burden, expense, and uncertainties of further litigation. The Settlement and the provisions contained in this Stipulation and the Memorandum of Understanding shall not be deemed, or offered or received in evidence as a presumption, a concession, or an admission of any fault, liability, or wrongdoing by any party, and except as required to enforce the Settlement, they shall not be offered or received in evidence or otherwise used by any person in these or any other actions or proceedings, whether civil, criminal, or administrative.

11.4. No press announcement, press release, or other public statement concerning the Settlement may be made by any of the Settling Class Action Parties without approval from the other Settlement Class Action Parties, except as required by law.

11.5. All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

11.6. The Stipulation may be amended or modified, as is necessary to effect the terms of the Settlement, only by a written instrument signed by or on behalf of all Parties or their successors-in-interest.

11.7. The Stipulation, the Exhibits attached hereto and the Supplemental Agreement constitute the entire agreement among the Parties hereto; in particular, it is

understood and agreed that there are no collateral or oral agreements between the parties that are not expressed in this Stipulation, the Exhibits or the Supplemental Agreement. The Class Action Plaintiff and the Settling Class Action Defendants expressly warrant that, in entering into this Stipulation, they relied solely upon their own knowledge and investigation, and not upon any promise, representation, warranty, or other statement by any party or any person representing any party to this Stipulation, not expressly contained in this Stipulation, its Exhibits, or the Supplemental Agreement. Except as otherwise provided herein, each party shall bear its own costs.

11.8. Class Action Plaintiff's Counsel, on behalf of the Settlement Class, is expressly authorized by the Class Action Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem appropriate.

11.9. Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any party hereto hereby warrants that such person has the full authority to do so. All orders and agreements entered during the course of the Class Action relative to the confidentiality of information shall survive this Stipulation.

11.10. The Stipulation may be executed by facsimile and in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties to the Stipulation shall exchange among themselves original signed counterparts and a complete set of original executed counterparts shall be filed with the Court.

11.11. The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Class Action Parties hereto.

11.12. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Parties hereto and their counsel submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

11.13. The Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Missouri, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the laws of the State of Missouri without giving effect to that state's choice of law principles.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, as of _____, 2005.

DATED: _____

POMERANTZ HAUDEK BLOCK GROSS AND
GROSSMAN LLP

By: _____

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Facsimile: (314) 277-1184

Liaison Counsel for the Settlement Class

DATED: _____

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By: _____

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Attorneys for Defendants Charter
Communications, Inc.

DATED: _____

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Attorneys for Defendants Charter
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DATED: _____

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By: _____

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DATED: _____

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By: _____

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Attorneys for Defendant Carl E. Vogel

DATED: _____

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Attorneys for Defendant Paul G. Allen

DATED: _____

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DATED: _____

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DATED: _____

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Attorneys for Defendant Kent D. Kalkwarf

DATED: _____

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IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, as of Jan 24, 2005.

DATED: 2/1/05

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By: 

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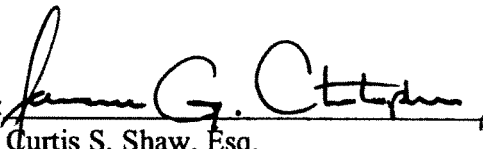
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DATED: _____

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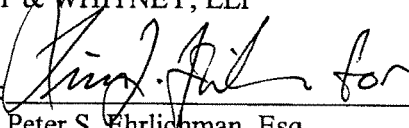
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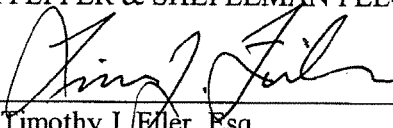
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DATED: _____

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GREENSFELDER HEMKER GALE P.C.

TEL: 314 345 5465

P. 004

DATED: _____

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DATED: 1/27/05

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DATED:

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DATED: _____

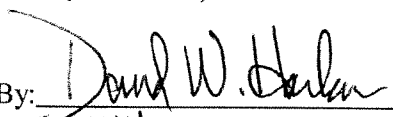
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